

1 BILL NO. S-87-05-*28*

2 SPECIAL ORDINANCE NO. S-*141-87*

3 AN ORDINANCE approving an Interlocal
4 Cooperation Agreement between Allen
County, Indiana and the City of Fort
Wayne, Indiana.

5
6 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
7 OF THE CITY OF FORT WAYNE, INDIANA:

8 SECTION 1. That pursuant to 36-1-7, et seq., approval
9 is hereby given for the City of Fort Wayne, Indiana, to enter
10 into an Interlocal Cooperation Agreement with Allen County, Indiana,
11 with respect to the Fort Wayne Structural Steel project.

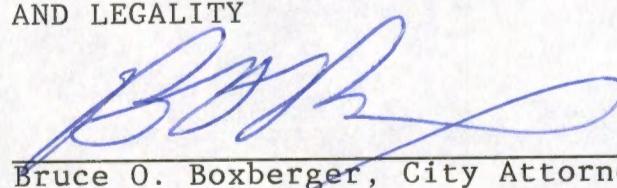
12 SECTION 2. That the Interlocal Cooperation Agreement,
13 which is attached hereto and made a part hereof marked "Exhibit
14 A", is approved and ratified in all respects. Two (2) copies
15 of this document are on file with the Board of Public Works and
16 Safety and the City Clerk's Office and are made available for
17 public inspection, according to law.

18 SECTION 3. That the Members of the Board of Public
19 Works and Safety of the City of Fort Wayne, Indiana, are hereby
20 empowered and authorized to execute the Interlocal Cooperation
21 Agreement.

22 SECTION 4. That this Ordinance shall be in full force
23 and effect from and after its passage and any and all necessary
24 approval by the Mayor.

25
26 
27 Councilmember

28 APPROVED AS TO FORM
29 AND LEGALITY

30 
31 Bruce O. Boxberger, City Attorney

32

Read the first time in full and on motion by Eisbark,
seconded by Stier, and duly adopted, read the second time
by title and referred to the Committee Finance (and the City
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,
Indiana, on _____, the _____, 19_____, at _____ o'clock M., E.

DATE: 5-26-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Eisbark,
seconded by Stier, and duly adopted, placed on its
passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	—	—	<u>1</u>	—
<u>BRADBURY</u>	—	—	—	—	—
<u>BURNS</u>	✓	—	—	✓	—
<u>EISBART</u>	✓	—	—	—	—
<u>GiaQUINTA</u>	✓	—	—	—	—
<u>HENRY</u>	✓	—	—	—	—
<u>REDD</u>	✓	—	—	—	—
<u>SCHMIDT</u>	✓	—	—	—	—
<u>STIER</u>	✓	—	—	—	—
<u>TALARICO</u>	✓	—	—	—	—

DATE: 6-9-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. J-141-87,

on the 9th day of June, 1987.

ATTEST:

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Mark E. G. Dill
Karen Quinta
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,
on the 10th day of June, 1987,
at the hour of 11:30 o'clock A.M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 16th day of June,
1987, at the hour of 3:00 o'clock P.M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into on this 11th day of May, 1987, by and between the ALLEN COUNTY BOARD OF COMMISSIONERS (hereinafter referred to as the "County"), and the CITY OF FORT WAYNE BOARD OF PUBLIC WORKS AND SAFETY (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, the purpose of this Agreement is to facilitate the flow of funds to the City through the County; said funds provided by the State of Indiana Industrial Development Grant Fund; and,

WHEREAS, Fort Wayne Structural Steel has indicated it will continue its operations in this community and retain all existing jobs, should public water be provided to the site at 4325 Meyer Road; and,

WHEREAS, the State of Indiana has offered financial assistance in an amount not to exceed \$35,625 to Allen County to be used for the construction of public water facilities to be provided to the Fort Wayne Structural Steel site, which the County has agreed, to the extent of said grant, to provide to the City; and,

WHEREAS, the remainder of the cost of the public water facilities will be born by the property owners, Fort Wayne Structural Steel and the City of Fort Wayne on a percentage cost-share basis; and,

WHEREAS, the City will be responsible for selecting the contractor(s) for said project in accordance with I.C. 36-1-12-1 et seq.; and,

WHEREAS, the County has entered into a grant agreement with the State of Indiana subject to certain conditions.

NOW, THEREFORE, it is agreed as follows:

1. The County agrees to the extent of the funds provided by the State to pay claims submitted by the City for the above-referenced project, in a timely manner. Said claims shall be verified and based upon actual contractor's expenses incurred.

2. Upon project completion an independent CPA firm will be hired to audit the financial records of the Grant as required by the State and the City shall furnish any and all financial records and data relating to the project required by said CPA firm.

3. This Agreement shall be construed in accordance with I.C. 36-1-7 et seq. and the effectiveness is subject to all legal and necessary approvals as follows:

A. Approval of the fiscal bodies, by ordinance or by resolution, of the City of Fort Wayne, Indiana (its City Council) and Allen County, Indiana (its County Council) pursuant to I.C. 36-1-7 et seq.

B. Recordation of this Agreement with the Allen County Recorder; and,

C. Within sixty (60) days from the effective date of this Agreement, a copy of same shall be filed with the State Board of Accounts for audit purposes.

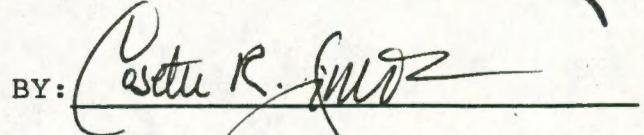
4. The City does agree to comply with all terms and conditions of the grant Agreement (attached hereto) entered into between the Allen County Board of Commissioners and the State of Indiana relative to this project. The City further agrees to hold harmless the County from and against any and all liability for any acts or omissions in violation of this Agreement.

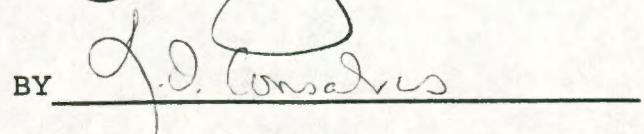
5. This Agreement and responsibilities hereunder, shall terminate upon the close-out of the state grant. Said close-out shall include the resolution of all audit findings if any shall exist.

IN WITNESS WHEREOF, this Agreement has been signed by the parties on the dates below indicated.

CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS AND SAFETY

BY: 

BY: 
Castille R. Fuhr

BY: 
D.J. Consalvo

DATED: 4/29/87

ATTEST:

BY: Carolyn S. Eschmann

BOARD OF COMMISSIONERS OF THE
COUNTY OF ALLEN, INDIANA

BY: Jack R. Abbott

BY: John W. Ellman

BY: Donald J. Zelder

DATED: May 11, 1987

ATTEST:

BY: Linda K. Bloom

INDUSTRIAL DEVELOPMENT GRANT AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Indiana, acting by and through the Department of Commerce (hereinafter referred to as the "Grantor") and the County of Allen (hereinafter referred to as the "Grantee"), an eligible entity as defined in Indiana Code 4-4-12-1, for the purposes and subject to the terms and conditions agreed to herein.

1. **PURPOSE OF AGREEMENT:** The purpose of this Agreement is to enable the Grantor to make a grant of up to \$35,625 to the Grantee named above, to be used exclusively in accordance with the provisions contained in this Agreement and in Indiana Code 4-4-12-1 establishing the Industrial Development Grant Fund, as well as any rules adopted thereunder.

2. **USE OF GRANT BY GRANTEE:** The \$35,625 grant received by the Grantee pursuant to this Agreement shall only be used to institute and administer an approved Industrial Development program permitted by Indiana Code 4-4-12-1, which program (or project) is described fully in "Exhibit A", to be attached hereto, made a part hereof and incorporated by reference as part of this Agreement.

3. **COMPLIANCE WITH APPLICABLE LAWS:** The Grantee named above expressly agrees to be solely responsible to insure that the use of monies received under this Agreement are in compliance with all federal, state and local statutes, rules and other laws affecting the use of said monies, including but not limited to all laws relating to performance or payment bonds.

4. **DESIGN AND CONSTRUCTION OF PROJECT:** The Grantee shall be solely responsible for the proper design and construction of the industrial development program described in "Exhibit A". Although not expressly attached to this Agreement, the Grantee agrees to complete construction of said program in accordance with the plans and specifications contained in its application. Modification of its application shall require approval of the Grantor.

5. **APPROVAL OF PROGRAM BUDGET AND LATER CHANGES:** The Grantee shall submit a detailed budget in its application. The budget shall become part of this Agreement as "Exhibit B" and incorporated by reference herein. The Grantee shall not spend more than the amount for each line item, as described in "Exhibit B", without the prior written consent of the Grantor; nor shall the project costs funded by the grant and those funded by the local share be amended without the prior written consent of the Grantor.

6. **PAYMENT SCHEDULE OF GRANT:** The payment of this grant by the Grantor to the Grantee shall be made in accordance with the following schedule:

(A) The first payment of \$20,000 shall be made approximately 30 days after the Governor of Indiana has approved this Agreement, as evidenced by his signature on page 10 herein.

(B) The Grantor may require satisfactory evidence furnished by the Grantee that substantial progress has been made toward completion of the program described in "Exhibit A" prior to making the first payment under this Agreement. Prior to making any subsequent payments beyond the first one, the Grantee may be required to submit a progress report on the activities of the affected industry with each voucher.

(C) The second payment of \$10,000 shall be made approximately 45 days after the date of the Governor's approval.

(D) The third and final payment of up to \$5,625 shall be made 30 days after the receipt by the Grantor of the following documents:

(1) An audit report prepared and signed by a certified public accountant stating how the funds have been spent on the program (or project) described in "Exhibit A". The report should document: (a) what has actually been spent to date for each line item of the project budget as described in "Exhibit B", separated by that paid from the grant and that paid from the local share, and (b) the dollar amount of project costs yet to be paid for each line item as of the date of the audit report. In preparing the report, the auditor should take into account any changes among line items for which written consent has been given and the actual invoiced costs.

(2) A letter written by Fort Wayne Structural Steel, the affected industry, in which it shall indicate whether the construction conforms with the program as submitted by the Grantee to the Grantor. This letter is subject to paragraph 7 of this Agreement.

(E) All payments are subject to the Grantor's determination that the construction conforms with the program as approved and contained in "Exhibit A", notwithstanding any other provision of this Agreement.

(F) Also notwithstanding any other provision of this Agreement, the Grantee expressly agrees that the monies provided herein by the Grantor as limited to \$35,625.

7. FINAL INDUSTRY REVIEW: Upon completion of the program as described in "Exhibit A", the Grantee shall notify the Grantor, and Fort Wayne Structural Steel, the affected industry, of this fact by simultaneous letters sent certified mail, return receipt requested. Upon receipt of said letter, the affected industry shall inspect the construction and send a letter to the Grantor within fifteen (15) days containing its opinion as to whether the construction complies with the program as described in "Exhibit A".

8. **HOLD HARMLESS CLAUSE:** The Grantee shall indemnify, defend and hold harmless the State of Indiana, the Lieutenant Governor and their agents, officers and employees from all claims and suits of any nature whatsoever arising from this Agreement or actions taken hereunder, from all judgments recovered therefore, and for expenses in defending or appealing said claims, suits, or judgments, including without limitation court costs, attorneys' fees and any other expenses.

9. **TERM OF AGREEMENT:** The parties to this Agreement intend for the construction of the program described in "Exhibit A" to be completed by December 31, 1987. However, the parties may agree, via written letters, to extend the completion date while maintaining in full force and effect all other provisions of this Agreement.

10. **TERMINATION OF AGREEMENT:** This Agreement may be terminated in whole or in part by the Grantor or the Grantee before its completion by sending the other party written notice via certified mail, return receipt requested, at least twenty (20) days prior to the date of termination. Upon receipt of the notice of termination, no new or additional liabilities payable pursuant to this Agreement shall be incurred by the Grantee without the prior written approval of the Grantor. Upon termination of this Agreement, the Grantee shall continue to be responsible and liable for the proper performance of its obligations hereunder to the date of termination.

11. **MULTI-TERM FUNDING CANCELLATION CLAUSE:** Payment and performance obligations undertaken by this contract are subject to the appropriation and availability of funds and in this regard this contract may be terminated, in whole or part, when the director of the

State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this multi-term contract. A determination by the budget director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

12. **NOTICE TO PARTIES:** Whenever any notice, statement or other communication shall be sent to the Grantor, Grantee or affected industry, it shall be sent to the following address, unless otherwise specifically advised by the recipient:

(A) Notices to the Grantor shall be sent to:

Indiana Department of Commerce
Business and Financial Services Division
One North Capitol Avenue, Suite 700
Indianapolis, Indiana 46204-2288

(B) Notices to the Grantee shall be sent to:

Allen County Board of Commissioners
Room 200
City-County Building
Fort Wayne, Indiana 46802

(C) Notices to the affected industry shall be sent to:

Fort Wayne Structural Steel
Post Office Box 10840
Fort Wayne, Indiana 46854

13. STATUTORY AUTHORITY OF GRANTEE: If the Grantee in this Agreement is a corporation or district under the Indiana Code 4-4-12-1, it expressly warrants to the Grantor that it is statutorily eligible to receive monies from the Industrial Development Grant Fund, and it expressly agrees to repay all monies paid to it under this Agreement should a legal determination of its ineligibility be made by any court of competent jurisdiction.

14. NON-DISCRIMINATION CLAUSE: Pursuant to Indiana Code 22-9-1-10, the Grantee and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract.

IN WITNESS WHEREOF, the parties have hereunto executed this
Agreement on the dates entered below:

GRANTEE:

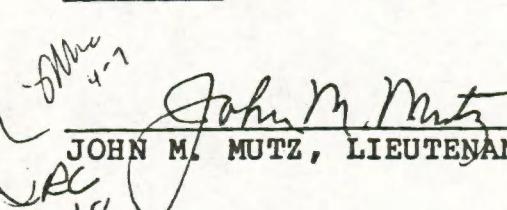
BY: 

NAME: Jack R. Worthman,
President
Allen County Bd. of Commissioners

TITLE: _____

DATE: 3-26-87

GRANTOR:


JOHN M. MUTZ, LIEUTENANT GOVERNOR

JAC 4/8 DATE: 4-13-87

ATTEST:

BY: 

NAME: Linda K. Bloom,
Auditor of Allen County, Indiana

TITLE: _____

DATE: 3-26-87

"EXHIBIT A"

The project shall consist of extending a 16" Fort Wayne public water main along Hoevel Road approximately 2,600 linear feet to the east of the intersection of Hoevel and Meyer roads, and south along Meyer Road approximately 1,200 linear feet. The County of Allen and the City of Fort Wayne shall enter into an appropriate interlocal agreement to complete the project.

"EXHIBIT B"

Line Items	Grant	Local Share	Total
1. Administrative Expense	\$ 250	\$ 750	\$ 1,000
2. Land, Structures, Right of Way	\$---	\$---	\$---
3. Architectural/Engineering Fees	\$---	\$ 8,000	\$ 8,000
4. Demolition and Removal	\$---	\$---	\$---
5. Construction and Project Improvements	\$34,925	\$ 98,128	\$133,053
6. Contingencies	\$---	\$---	\$---
7. Audit	\$ 450	\$---	\$ 450
 Total Project Costs	 \$35,625	 \$106,878	 \$142,503

APPROVED

BY:

O. D. Lundy/JWB
Orval Lundy, Commissioner
Department of Administration

DATED:

4/14/87

APPROVED

BY:

Kenneth V. Kobe
Kenneth V. Kobe, Director
State Budget Agency

DATED:

4-23-87

APPROVED AS TO FORM AND LEGALITY

BY:

L.E. Pearson, Deputy
Honorable Linley E. Pearson
Attorney General of Indiana

APR 28 1987

DATED:

APPROVED AND RATIFIED

BY:

P. D. Orr
Honorable Robert D. Orr
Governor of Indiana

DATED:

4-30-87

BILL NO. S-87-05-28

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON FINANCE

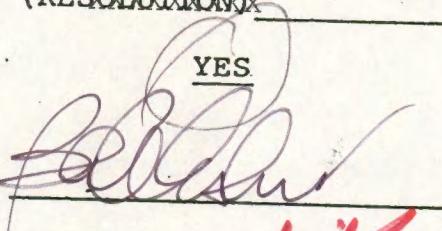
TO WHOM WAS

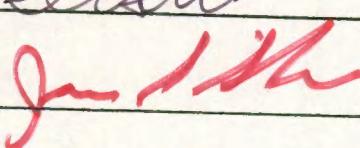
REFERRED AN (ORDINANCE) (RESOLUTION) approving an Interlocal
Cooperation Agreement between Allen County, Indiana and the
City of Fort Wayne, Indiana

HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)
(RESOLUTION)

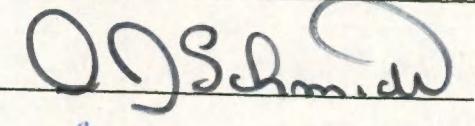
YES

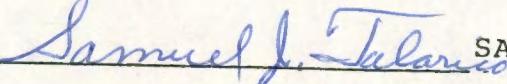
NO


BEN A. EISBART
CHAIRMAN


JAMES S. STIER
VICE CHAIRMAN


CHARLES B. REDD


DONALD J. SCHMIDT


SAMUEL J. TALARICO

CONCURRED IN 6-9-87

SANDRA E. KENNEDY
CITY CLERK